

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI**

ERICA BROWN,)	
)	
Plaintiff,)	Case No. 5:24-cv-15-DCB-ASH
)	
v.)	OLIPHANT USA LLC'S
)	ANSWER AND AFFIRMATIVE
OLIPHANT USA LLC,)	DEFENSES
)	
Defendant.)	

OLIPHANT USA LLC'S ANSWER AND AFFIRMATIVE DEFENSES

Defendant Oliphant USA LLC (“Oliphant”), by and through its counsel, hereby answers the Complaint of Plaintiff, Erica Brown (“Plaintiff”) as follows:

INTRODUCTION

1. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant admits that Plaintiff is seeking redress for alleged violations of the Fair Credit Reporting Act (the “FCRA”), 15 U.S.C. § 1681 *et seq.*, but denies any liability under same and denies it violated the law.

JURISDICTION

2. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant admits only that it engages in business in the state of Mississippi, and denies the remaining allegations not specifically admitted.

3. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the allegations of this paragraph.

PARTIES

4. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant lacks sufficient information to form a belief as to the allegations concerning Plaintiff's residency, and therefore denies the same. Oliphant denies the remaining allegations of this paragraph.

5. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant admits this paragraph.

6. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the allegations of this paragraph.

FACTUAL ALLEGATIONS

7. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant lacks sufficient information to set forth a belief as to the allegations of this paragraph, and therefore denies same.

8. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant lacks sufficient information to set forth a belief as to the allegations of this paragraph, and therefore denies same. Oliphant denies the conduct alleged, denies it violated the FCRA, and denies the remaining allegations of this paragraph.

9. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant states that Exhibit A speaks for itself. Oliphant denies the conduct alleged, denies it violated the FCRA, and denies the remaining allegations of this paragraph.

10. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the conduct alleged, denies it violated the FCRA, and denies the remaining allegations of this paragraph.

11. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the conduct alleged, denies it violated the FCRA, and denies the remaining allegations of this paragraph.

12. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the conduct alleged, denies it violated the FCRA, and denies the remaining allegations of this paragraph.

13. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the conduct alleged, denies it violated the FCRA, and denies the remaining allegations of this paragraph.

14. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the conduct alleged, denies it violated the FCRA, and denies the remaining allegations of this paragraph.

15. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant lacks sufficient information to form a belief as to the allegations of this paragraph, and therefore denies same. Oliphant denies the conduct alleged, denies it violated the FCRA, and denies the remaining allegations of this paragraph.

16. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the implication that it was not aware of its obligations under the FCRA, denies the conduct alleged, denies it violated the FCRA, and denies the remaining allegations of this paragraph.

17. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the conduct alleged, denies it violated the FCRA, and denies each and every remaining allegation of this paragraph.

18. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the conduct alleged, denies it violated the FCRA, and denies each and every remaining allegation of this paragraph.

19. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the conduct alleged, denies it violated the FCRA, denies Plaintiff was injured, and denies each and every remaining allegation of this paragraph.

20. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the conduct alleged, denies it violated the FCRA, denies Plaintiff was injured, and denies each and every remaining allegation of this paragraph.

21. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the conduct alleged, denies it violated the FCRA, denies Plaintiff was injured, and denies each and every remaining allegation of this paragraph.

22. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the conduct alleged, denies it violated the FCRA, denies Plaintiff was injured, and denies each and every remaining allegation of this paragraph.

23. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the conduct alleged, denies it violated the FCRA, denies Plaintiff was injured, and denies each and every remaining allegation of this paragraph.

24. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the conduct alleged, denies it violated the FCRA, denies Plaintiff was injured, and denies each and every remaining allegation of this paragraph.

25. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the conduct alleged, denies it violated the FCRA, denies Plaintiff was injured, and denies each and every remaining allegation of this paragraph.

26. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the conduct alleged, denies it violated the FCRA, denies Plaintiff was injured, and denies each and every remaining allegation of this paragraph.

27. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the conduct alleged, denies it violated the FCRA, denies Plaintiff was injured, and denies each and every remaining allegation of this paragraph.

COUNT I
15 U.S.C. § 1681b(f)

28. Oliphant reincorporates by reference all responses to the proceeding paragraphs as if fully set out herein.

29. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant lacks sufficient information to form a belief as to the allegations in this paragraph, and therefore denies same.

30. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant states that Exhibit A speaks for itself. Oliphant denies the conduct alleged, denies it violated the FCRA, and denies each and every remaining allegation of this paragraph.

31. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the conduct alleged, denies it violated the FCRA, and denies each and every remaining allegation of this paragraph.

32. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the conduct alleged, denies it violated the FCRA, and denies each and every remaining allegation of this paragraph.

33. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the conduct alleged, denies it violated the FCRA, and denies each and every remaining allegation of this paragraph.

34. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the implication that it was not aware of its obligations under the FCRA, denies the conduct alleged, denies it violated the FCRA, and denies each and every remaining allegation of this paragraph.

35. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the conduct alleged, denies it violated the FCRA, and denies each and every remaining allegation of this paragraph.

36. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the conduct alleged, denies it violated the FCRA, and denies each and every remaining allegation of this paragraph.

37. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the conduct alleged, denies it violated the FCRA, denies Plaintiff was damaged, denies Plaintiff is entitled to the damages listed in this paragraph, and denies each and every remaining allegation of this paragraph.

COUNT II
INVASION OF PRIVACY

(UNNUMBERED PARAGRAPH) Oliphant reincorporates by reference all responses to the proceeding paragraphs as if fully set out herein.

38. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the conduct alleged, denies it violated the law, and denies each and every remaining allegation of this paragraph.

39. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the conduct alleged, denies it violated the law, and denies each and every remaining allegation of this paragraph.

40. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Oliphant denies the conduct alleged, denies it violated the law, denies Plaintiff was damaged, denies Plaintiff is entitled to the damages listed in this paragraph, and denies each and every remaining allegation of this paragraph.

JURY DEMAND AND PRAYER FOR RELIEF

(UNNUMBERED PARAGRAPH) This Paragraph makes up a jury demand to which no response is required. This Paragraph also makes up a prayer for relief, to which no response is necessary. To the extent a response is required, Oliphant denies the conduct alleged, denies it violated the FCRA, denies it violated the law, denies Plaintiff was damaged, denies Plaintiff is entitled to the damages listed in this paragraph and its subparts, and denies the remainder of this paragraph and its subparts.

AFFIRMATIVE DEFENSES

I. To the extent a violation of the law occurred, which is expressly denied, such violation as the result of a bona fide error despite the adoption of procedures reasonably designed to prevent such an error.

II. Plaintiff's damages, if any, were pre-existing and were not caused by Oliphant.

III. Plaintiff failed to mitigate her claimed damages, if any.

IV. Plaintiff proximately caused her own damages, if any.

V. Plaintiff has failed to state a claim upon which relief may be granted.

VI. Plaintiff's damages, if any, are the result of the actions of third parties over whom Oliphant has no control.

VII. Oliphant acted in good faith at all times in its dealings with Plaintiff, and if any conduct by Oliphant is found to be unlawful, which Oliphant expressly denies, such conduct was not willful and should not give rise to liability.

VIII. Plaintiff has sustained no actual damages and is entitled to no award of the same.

WHEREFORE, Defendant Oliphant USA LLC, respectfully requests this Honorable Court enter judgment in its favor, dismiss Plaintiff's Complaint with prejudice, and grant such other relief as this Court deems just and proper.

Dated: March 20, 2024

Respectfully Submitted,

Oliphant USA, LLC, Defendant

By: /s/ H. Richmond Culp, III
H. Richmond Culp, III (MSB 7936)

OF COUNSEL:

Mitchell, McNutt & Sams, P.A.
Attorneys at Law
Post Office Box 7120
Tupelo, MS 38802-7120
(662) 620-6222

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served via the Court's ECF filing system and on this 20th day of March, 2024, to:

Erica Brown
411 Aston Avenue
McComb, MS 39648
Ericabrown1278@yahoo.com
Plaintiff

By: /s/ H. Richmond Culp, III
H. Richmond Culp, III